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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

TRAVELERS PROPERTY  
CASUALTY COMPANY OF  
AMERICA, a Connecticut corporation.

Plaintiff,

v.

LIBERTY MUTUAL FIRE  
INSURANCE COMPANY, et al.,

Defendants

Case No. 8:22-cv-00930-SSS-KESx

**JUDGMENT FOR PLAINTIFF  
TRAVELERS PROPERTY  
CASUALTY COMPANY OF  
AMERICA AGAINST LIBERTY  
MUTUAL FIRE INSURANCE  
COMPANY**

**JUDGMENT**

It appearing from the files and records in this action that:

1. On February 19, 2025, the Court entered an order (Docket No. 89) awarding summary judgment to Plaintiff Travelers Property Casualty Company of America (“Travelers”) against Defendant Liberty Mutual Fire Insurance Company (“Liberty”) ruling that 1) Travelers did not have a duty to defend Turner Construction Company (“Turner”) in the underlying action of *T-12 Three, LLC v. Turner Construction Company, et al.*, Case No. 30-2011-00514568-CU-SU-CXC filed in the

1 Superior Court of California for the County of Orange (the “Underlying Action”)  
2 under the 2006-2008 policies issued by Travelers; 2) Travelers did not have a duty to  
3 defend Turner in the Underlying Action under the 2012-2018 policies issued by  
4 Travelers; and 3) Travelers is entitled to equitable contribution and equitable  
5 indemnity from Liberty because it did not have a duty to defend Turner, and

6 2. In the same order, the Court denied Liberty’s Motion for Partial  
7 Summary Judgment,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

9 1. Travelers owes no duty to defend Turner Construction in the Underlying  
10 Action. Travelers is entitled to reimbursement from Liberty in the amount of  
11 \$2,186,359.76, plus costs and disbursements in the amount of \$ TBD, together with  
12 interest thereon as provided by statute from the date of entry of this judgment; and

13 2. Counterclaimant Liberty shall have no recovery against Travelers.

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15 Dated: March 4, 2025



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18 SUNSHINE S. SYKES  
19 UNITED STATES DISTRICT COURT JUDGE  
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